

ROE No. _____	SITUATION CODES (Circle all Applicable): DR Debris Removal DW Debris on Dwelling USACE ALABAMA 2011 Remarks: _____ Age of Structure/Property: _____
GPS Location: Longitude _____ Latitude _____	

**RIGHT-OF-ENTRY ON PRIVATE PROPERTY (DEBRIS REMOVAL)
TORNADO DISASTER ASSISTANCE (DEC. CODE 1971DR-AL)**

Ownership, Debris Removal Request, and Grant of Right of Entry

The undersigned hereby certifies and warrants that (Circle) they/he/she are/is the title owner(s) of the property described herein, and do hereby request aid in removing debris to prevent further damage to my/our property and therefore give freely and without coercion and the undersigned hereby unconditionally authorizes the City/County of _____, Alabama, the State of Alabama, its successors and assigns and its contractors and subcontractors, the United States of America and its assigns, including, but not limited to the US Army Corps of Engineers and its contractors and subcontractors (collectively, the "Debris Removal Parties"), to have the right of access and to enter in and onto the property located within the aforesaid city and/or county more commonly identified as:

for the purpose of: removing and clearing any or all tornado generated debris of whatever nature from the above described property.

Removal of Any Solitary Standing Wall

If there is a solitary standing wall that is to be removed, I/we certify:

- ☐ The City/ County in which the property is situated has determined that a solitary standing wall is debris;
- ☐ Expressly give permission to remove the solitary standing wall; and
- ☐ If insured, the insurance adjuster has seen the wall.

Debris Touching Any Dwelling

If there is debris on or touching a dwelling:

- ☐ I/We expressly give permission to remove the debris; and
- ☐ If insured, I/we certify that the insurance adjuster has seen the dwelling.

Government Not Obligated; No Expense Except For Insurance Proceeds

It is fully understood that this Right-of-Entry is not an obligation to perform debris clearance. The debris clearance will be conducted at no expense to the said property owner(s), although insurance or other proceeds paid to owner(s) for debris removal must be handled as set out below. The owner(s) agree(s) that the Debris Removal Parties shall, in their sole discretion, determine the extent and nature of the actions to be taken to accomplish the aforementioned purpose.

Government Indemnified and Held Harmless

Additionally, the undersigned will indemnify and hold harmless the Debris Removal Parties for any damage of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the undersigned has, or ever might or may have, by reason of any action of aforesaid the Debris Removal Parties taken to accomplish the aforementioned purpose.

Avoidance of Duplication of Benefits; Reporting Receipt Of Money For Debris Removal

I/We, the undersigned, have/have not or will/will not receive(d) any compensation for performance of the aforementioned activities from any other source including Small Business Administration, Natural Resources Conservation Service, private insurance, individual and family grant program or any other public assistance program. In the event any compensation from any source is received by the undersigned or any other party for performance of the aforementioned activities on this property, I will report the same to an identified governmental entity in the City/County of _____, Alabama where the property is located.

Power and Authority to Sign Right of Entry

The undersigned represents and warrants that he/she/they has/have full power and authority to execute and fully perform the obligations under this Right-of-Entry without the need for any further action, or that he/she/they is/are duly appointed agent(s) of the owner, and that he/she/they has/have full power and authority to execute and fully perform the obligations under this Right-of-Entry without the need for any further action. Additionally, the undersigned is fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement shall be subject to a fine as provided under 18 USC 1001 or imprisoned for not more than five years or both.

Release of Insurance Information

I /We, the undersigned, authorize _____ (Ins. Co.) to release information relating to coverage and payments for debris removal (claim # _____ policy # _____) to the City/County of _____, AL, and /or to the State of Alabama and/or to the United States of America and its FEMA and USACE employees or their contractors who present this form.

Signature(s) and Witness

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this _____ day of _____, 2011.

Witness

Privacy Act Statement: The above signed acknowledge(s) that information submitted will be shared with other government agencies, federal and nonfederal, and contractors, their subcontractors and employees for purposes of disaster relief management and for the objectives of this Right-of-Entry.

This form is signed in order to gain access to perform debris removal operations on the above-mentioned property and authorize the release of insurance policy and claim information.

Property Owner or Property Owners Authorized Agent
Print Name: _____

Current Telephone No. _____

Current Address: _____

Property Owner or Property Owner's Authorized Agent
Print Name: _____

Current Telephone No. _____

Current Address: _____